

JERAY (SALES) LTD
Jeray House, Unit 16, St. George's Ind. Est, White Lion Road, Amersham, Bucks, HP7 9JQ

TERMS AND CONDITIONS OF TRADE. NON CONSUMER SALES ONLY

- 1) Jeray Sales Ltd shall sell and the buyer shall purchase any goods specified subject to these terms and conditions.
- 2) No variations to these conditions shall be binding unless agreed in writing between the authorised representatives of the buyer and Jeray Sales Ltd.
- 3) Jeray Sales Ltd employees or agents are not authorised to make any representations concerning the goods unless confirmed by Jeray Sales Ltd in writing. In entering into the contract the buyer acknowledges that it does not rely on and waives any claim for breach of any such representatives which are not confirmed.
- 4) Any advice or recommendation given by Jeray Sales Ltd or its employees or agents as to the storage application or use of the goods which is not confirmed in writing by Jeray Sales Ltd is followed or acted upon entirely at the buyers own risk and accordingly Jeray Sales Ltd shall not be liable for any such advice or recommendation which is not so confirmed.
- 5) Any typographical clerical or other error or omission in any sales literature quotation, price list, acceptance of offer, invoice or other documentation or information issued by Jeray Sales Ltd shall be subject to correction without any liability on the part of Jeray Sales Ltd.
- 6) Jeray Sales Ltd reserves the right to make any changes in the specification of goods which are required to conform to any applicable safety or other statutory requirements.
- 7) No order which has been accepted by Jeray Sales Ltd may be cancelled by the buyer except with the agreement in writing of Jeray Sales Ltd and on terms that the buyer shall indemnify Jeray Sales Ltd in full against all loss (including loss of profit) costs damages charges and expenses incurred by Jeray Sales Ltd as a result of cancellation.
- 8) Where goods are supplied for export from United Kingdom the price in sterling may be calculated at the prevailing exchange rate at the date of order or the date of payment at the option of Jeray Sales Ltd.
- 9) The buyer shall pay the price of the goods (less any discounts to which the buyer is entitled, but without any other deduction) within 7 days of the date of invoice, notwithstanding that delivery may not have taken place and the property in the goods has not passed to the buyer the time of payment of the price shall be of the essence of the contract. Receipt for payment will be issued only upon request.
- 10) If the buyer failed to make any payment on the due date then, without prejudice to any other right or remedy available to Jeray Sales Ltd, Jeray Sales Ltd shall be entitled to:
 - a) Cancel the contract or suspend any further deliveries to the buyer.
 - b) Appropriate any payment made by the buyer to such of the goods.
 - c) Charge the buyer interest (both before and after any judgement) on the amount unpaid at the rate of three per cent per annum above Barclays Bank base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 11) Risk of damage to or loss of goods shall pass to the buyer at the time of delivery of if the buyer wrongfully fails to take delivery of the goods, the time when Jeray Sales Ltd has tendered delivery of the goods.
- 12) Notwithstanding delivery and the passing of risk in the goods or any other provision of the terms and conditions the property in the goods shall not pass to the buyer until Jeray Sales Ltd has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by Jeray Sales Ltd to the buyer for which payment is then due.
- 13) Until such time as the property in the goods passes to the buyer (and provided the goods are still in existence and have not been resold) Jeray sales Ltd shall be entitled at any time to require the buyer to deliver up the goods to Jeray Sales Ltd and if the buyer fails to do so forthwith to enter upon any premises of the buyer where the goods are stored and repossess the goods. **The buyer must store Jeray Sales Ltd goods separately from other goods until paid for.**
- 14) The buyer shall not be entitled to pledge or in any way charge by the way of security for any indebtedness any of the goods which remain the property of Jeray Sales Ltd but if the buyer does so all moneys owing by the buyer to Jeray Sales Ltd shall (without prejudice to any other right or remedy of Jeray Sales Ltd forthwith became due and payable.
- 15) Jeray Sales Ltd shall be under no liability in respect of any defect arising from our wear and tear wilful damage, negligence abnormal working conditions, failure to follow Jeray Sales Ltd instructions (whether oral or in writing) misuse or alteration or repair of the goods without Jeray Sales Ltd approval and Jeray Sales Ltd shall be under no liability if the total price for the goods has not been paid by the due date for payment.
- 16) Except where the goods are sold to a person dealing as a consumer (within the meaning of the unfair contract terms act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 17) Any claim by the buyer which is based on any defect in the quality or condition of the goods shall (whether or not delivery is refunded by the buyer) be notified to Jeray Sales Ltd within 7 days from the date of the delivery or (whether the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure if delivery is not refused, and the buyer does not notify Jeray Sales Ltd accordingly the buyer shall not be entitled to reject the goods and Jeray Sales Ltd shall have no liability for such defect or failure and the buyer shall be bound to pay the price as if the goods had been delivered in accordance with the contract.
- 18) Where any valid claim in respect of any of the goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to Jeray Sales Ltd in accordance with these conditions, the seller shall be entitled to replace the goods (or the part in question) free of charge or at Jeray Slaes Ltd sole discretion refund to the buyer the price of the goods (or a proportionate part of the price) but Jeray Sales Ltd shall have no further liability to the buyer.
- 19) Jeray Sales Ltd shall not be liable to the buyer by reason for any implied warranty condition or other terms or any duty at common law, for any consequential loss or damage (whether for loss of profit or otherwise), costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of Jeray Sales Ltd, its employees or agents or otherwise) which arise out of or in connection with the supply for the goods or their use or resale by the buyer except as expressly provided in these terms and conditions.
- 20) If the buyer makes voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or an encumbrance takes concession or a receiver is appointed or any for the property or assets for the buyer or the buyer ceases or threatens to cease to carry on business or Jeray Sales Ltd reasonably apprehends that any of the events mentioned above is about to occur in relation to the buyer and notifies the buyer accordingly then without prejudice to any other right or remedy available to Jeray Sales Ltd, Jeray Sales Ltd shall be entitled to cancel the contract or suspend any further deliveries without any liability to the buyer and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement on the contrary.
- 21) The buyer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon.
- 22) This contract and these terms and conditions shall be governed by the laws of England and Wales.
- 23) **Legal title in the goods shall not pass to the buyer until all sums due on the sellers account have been paid.**

Agreement to be bound;

Please signify your agreement to comply with the Terms and Conditions of trading with Jeray (Sales) Ltd by completing and returning the form below to:- Jeray (Sales) Ltd, Jeray House, Unit 16, St. Georges Industrial Estate, White Lion Road, Amersham, Bucks, HP7 9JQ.

Customer name;

Customer address;.....

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Telephone number;.....

E-mail address;.....

I, being duly authorised to do so, hereby agree on behalf of the customer named above that it shall comply with the Jeray (Sales) Ltd terms and conditions of trading.

Signature;.....

Name of signatory;.....

Position;.....

Date;.....